Memorandum of Law

To whom it may concern

My name is Stefan Day. I am Citizen of Switzerland and live at Forchstrasse 146 in 8032 Zurich, Switzerland. I am an Attorney-at-Law and admitted to represent parties in litigation in all courts in Switzerland, including the Swiss Federal Court, highest court in Switzerland.

I have been asked to give my opinion as to the ownership of the Patent Application PCT/CH 2004/000700 (hereafter referred to as Patent Application). I base my opinion on the facts stated in the

Declaration of Stefan HARKE, dated May 8, 2006

concerning the circumstances under which the invention described and claimed in International Application PCT/CH 2004/000700 „Seal for effecting a sealing between parts having limited mobility" was made and

concerning the facts relating to the refusal of Mr. Josef OTT, named inventor, to sign the application papers of U.S. Patent Application, corresponding to PCT International Application PCT/CH 2004/000700

and Exhibits to such declaration (Exhibits 1-11).

and

Declaration of Stefan DAY dated May 3, 2006

Concerning the circumstance under which Mr. Josef Ott, named inventor corresponding to PCT International Applications PCT/CH 2004/000700 was requested and refuse to sign paper necessary for regional extension

and Exhibits to such declaration (Exhibits 1-8).

The Law

The Swiss Code of Obligations (CO) of March 30, 1911 and amended at various times, is applicable to employee relations. Mr. Ott was employed with Weidmann Group starting October 1, 1985 and with Weidmann Plastics Technology AG starting June 1, 2000. In regard to the ownership of inventions, the CO contains the following provision art. 332:

Art. 332^2:

[1]Inventions and designs made or co-made by an employee in the course of his work and fulfilling his contractual duties belong disregard their protectability to the employer.

[2]The employer may, by written agreement , reserve his right to acquire any inventions and designs that are invented by the employee while performing his employment activity, but not during the performance of his contractual duties.

According to paragraph 1 of CO art. 332, inventions made by the employee belong to the employer if made in the course of employee's employment activities and contractual duties and are called "inventions in the course of duty". Requirement to qualify as an "invention in the course of duty" is that the invention is made while performing its employment activity and contractual duties.

Not necessary is, that the invention is made during working hours, as long as it is completed while the employee is employed with the employer. In effect all inventions made during the term of an employment relationship are considered to be in performance of the employment activity.

Paragraphs 2 [to 4] of CO art. 332 are concerned with "inventions by chance". An invention qualifies as "invention by chance" if made by an employee while performing his employment activity but not in performance of his contractual duties.

The difference between "inventions in the course of duty" and "inventions by chance" is that employees hired to design and/or invent should not have a further claim for compensation and the employer is originally becoming the owner of the invention, whereas employees not hired with the purpose to design and/or invent should have a special claim for compensation if they perform such inventive activities. In the latter case the invention is always in the name of the employee and must, if the requirements of paragraphs 2 to 4 of CO art. 332 are met, be assigned to the employer.

The Facts

Originally Mr. Ott was hired in the Weidmann Group as "leader group peripheral technology". According to Exhibit 9 (with translation in Exhibit 11) Mr. Ott was moved to the Weidmann Plastics Technology AG on July 1, 2000; he was employed in the management Level 2. His contractual duty was, in view of this job title and his employment goals, among others to design and invent tools and moulds. This is confirmed by the Declaration Harke. The inventions underlying the Patent Applications was made while Mr. Ott was employed with Weidmann Plastics Technology AG.

According to the Rules for the Management July 1, 2001, Mr. Ott furthermore assigned all inventions to Weidmann Plastics Technology AG. Mr. Ott acknowledged receipt and submitted to such rules on July 16, 2001 (Exhibit 10 with translation in Exhibit 12).

The intent of the parties to submit to the legal regime constituted in OC art. 332 paragraph 1 is reiterated and confirmed in these Rules for the Management July 1, 2001 receipt of which was confirmed by Mr. Ott on July 16, 2001 (Exhibit 10 with translation in Exhibit 12) signed by Mr. Ott.

Conclusion

Preliminary remark: Since at the relevant time the employee, Mr. Ott, as well as the employer,

Weidmann Plastics Technology AG, were domiciled in Switzerland, Swiss law will be applied to the employment contract. Lacking a choice of law clause in the employment contract or an international relationship issues of international private law or conflict of laws need not be discussed.

Mr. Ott made the invention leading to the Patent Applications during his employment with the employer and in performance of his contractual duties. The invention is therefore to be qualified as an "invention in the course of duty" and belongs originally to the employer (CO art. 332 paragraph 1).

Zurich, May 9, 2006

Stefan Day, Attorney-at-Law